

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

SUCCESSOR AGENCY OVERSIGHT BOARD

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Stand for San Jose, Eileen Hannan, Michelle Brenot, Robert Brown,
Karen Shirey, Fred Shirey, and Robert Shields

SUM-100
FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

2013 AUG 19 A 3:10

DAVID H. YAMASAKI
Clerk of Court
Seal

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen este citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de extensión de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Santa Clara County Superior Court
191 N. First Street, San Jose, CA 95113

CASE NUMBER:
(Número del Caso):

113-CV-250372

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

RONALD E. VAN BUSKIRK, 4 Embarcadero Ctr., Fl 22, San Francisco, CA 94111

(415) 983-1000

DATE: August 19, 2013
(Fecha)

Clerk, by
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **SUCCESSOR AGENCY OVERSIGHT BOARD**

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

☒ other (specify): **Public Entity, CCP 416.50**

4. ☒ by personal delivery on (date): **(see attached)**

8/20/13

Page 1 of 1

COPY

RECEIVED
San Jose City Clerk

2013 AUG 20 AM 10:43

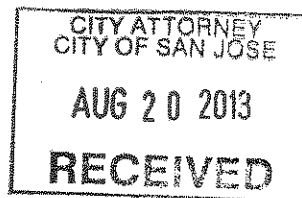
Served by

Kris Vorsatz

Santa Clara County Server

Badge #1160

P. Hall



(ENDORSED)
SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
2013 AUG 19 A 3:10
David E. Yamasaki
Chief Executive Officer
8/20/13

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

DIRIDON DEVELOPMENT AUTHORITY

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Stand for San Jose, Eileen Hannan, Michelle Brenot, Robert Brown,
Karen Shirey, Fred Shirey, and Robert Shields

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191 N. First Street, San Jose, CA 95113

CASE NUMBER:
(Número del Caso):

113-CV-250372

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

RONALD E. VAN BUSKIRK, 4 Embarcadero Ctr., FI 22, San Francisco, CA 94111 (415) 983-1000

DATE: August 19, 2013

(Fecha)

Clerk, by

(Secretario)

Deputy

(Adjunto)

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[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): Diridon Development Authority

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.60 (minor)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.70 (conservatee)

☐ CCP 416.40 (association or partnership)

☐ CCP 416.90 (authorized person)

☒ other (specify): Public Entity, CCP 416.50

4. ☒ by personal delivery on (date): (see attached)

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF
THE CITY OF SAN JOSE

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Stand for San Jose, Eileen Hannan, Michelle Brenot, Robert Brown,
Karen Shirey, Fred Shirey, and Robert Shields

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CASE NUMBER:
(Número del Caso):

113-CV-250372

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RONALD E. VAN BUSKIRK, 4 Embarcadero Ctr., Fl 22, San Francisco, CA 94111 (415) 983-1000

DATE: August 19, 2013
(Fecha)

Clerk, by
(Secretario)

, Deputy
(Adjunto)

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(SEAL)

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1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **SUCCESSOR AGENCY TO THE REDEVELOPMENT**

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
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8/20/13 Page 1 of 1

COPY

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

CITY COUNCIL OF THE CITY OF SAN JOSE

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Stand for San Jose, Eileen Hannan, Michelle Brenot, Robert Brown,
Karen Shirey, Fred Shirey, and Robert Shields

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2013 AUG 19 A 7:10

CLERK OF SUPERIOR COURT
SAN JOSE, CALIFORNIA
8/20/13

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The name and address of the court is:
(El nombre y dirección de la corte es):

Santa Clara County Superior Court
191 N. First Street, San Jose, CA 95113

DAVID H. YAMASAKI

Chief Executive Officer/Clerk

CASE NUMBER
(Número del Caso):

113-CV-250372

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
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RONALD E. VAN BUSKIRK, 4 Embarcadero Ctr., Fl 22, San Francisco, CA 94111 (415) 983-1000

DATE: August 19, 2013
(Fecha)

Clerk, by
(Secretario)

Deputy
(Adjunto)

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(SEAL)

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1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): City Council of the City of San Jose
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
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COPY

SUMMONS (CITACION JUDICIAL)

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CITY OF SAN JOSE

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2013 AUG 19 A 3 10
CLERK OF COURT
JUDICIAL CLERK
JUDICIAL CLERK

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CASE NUMBER:
(Número del Caso):

113-CV-250372

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(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

RONALD E. VAN BUSKIRK, 4 Embarcadero Ctr., Fl 22, San Francisco, CA 94111 (415) 983-1000

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Deputy
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[SEAL]

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3. ☒ on behalf of (specify): City of San Jose

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
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4. ☒ by personal delivery on (date): (see attached)

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COPY

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF SANTA CLARA

12
13 STAND FOR SAN JOSE; EILEEN
14 HANNAN; MICHELLE BRENOT;
15 ROBERT BROWN; KAREN SHIREY;
16 FRED SHIREY; and ROBERT SHIELDS,

17 Petitioners and Plaintiffs,

18 v.

19 CITY OF SAN JOSE; CITY COUNCIL OF
20 THE CITY OF SAN JOSE; SUCCESSOR
21 AGENCY TO THE REDEVELOPMENT
22 AGENCY OF THE CITY OF SAN JOSE;
23 SUCCESSOR AGENCY OVERSIGHT
24 BOARD; DIRIDON DEVELOPMENT
25 AUTHORITY; DOES 1 through 10,
26 inclusive,

27 Respondents and Defendants.

28
29 ATHLETICS INVESTMENT GROUP LLC;
30 DOES 11 through 20, inclusive,

Real Parties in Interest.

Case No. 113-CV-250372

VERIFIED FIRST AMENDED
PETITION FOR WRIT OF
MANDAMUS AND COMPLAINT
FOR DECLARATORY RELIEF AND
INJUNCTIVE RELIEF AND FOR
ATTORNEY'S FEES

Related to Case No. 111-CV-214196

[Health & Safety Code §§ 34161, et
seq. (Community Redevelopment
Law); San Jose Municipal Code § 4.95
(Public Vote for Sports Facility); Pub.
Res. Code §§ 21167, 21168, and
21168.5 (California Environmental
Quality Act); C.C.P. § 526a (Illegal
Sale of Public Property); C.C.P.
§§ 1085 and 1094.5]

COPY

Petitioners and Plaintiffs, Stand for San Jose (“SFSJ”), Eileen Hannan, Michelle Brenot, Robert Brown, Karen Shirey, Fred Shirey, and Robert Shields (collectively, “Petitioners”), hereby petition for a writ of mandamus and complain for declaratory and injunctive relief and for attorney’s fees against Respondents and Defendants, the City of San Jose (“City”), the City Council of the City of San Jose (“City Council”), the Successor Agency to the Redevelopment Agency of the City of San Jose (“Successor Agency”), the Successor Agency Oversight Board (“Oversight Board”), and the Diridon Development Authority (“DDA”) (collectively, “Respondents”), and against Real Party in Interest, Athletics Investment Group LLC (“AIG”), and for their petition and complaint allege as follows:

GENERAL ALLEGATIONS

1. This petition and complaint challenges certain actions taken by Respondents on or about June 18, 2013, June 27, 2013, and August 13, 2013, respectively, continuing the unlawful encumbrance of certain publicly-owned property with an unenforceable option agreement (the “Option Agreement”) that purports to commit the City to sell the subject property to AIG for purposes of a private downtown baseball stadium project (the “Ballpark Project” or “Project”). In taking these actions, Respondents failed to comply with the State Controller’s 2013 Asset Transfer Review Report, issued March 4, 2013 (the “State Controller’s Report”), and a number of State and local laws, despite their legal duty to comply with that report and such laws, including the following:

- 21 (a) The California Community Redevelopment Law, Health & Safety Code
22 §§ 34161, *et seq.* (“Redevelopment Law”);
23 (b) San Jose Municipal Code § 4.95 (requiring a public vote before the City
24 participates, by using tax dollars, in developing a sports facility);
25 (c) The California Environmental Quality Act, Public Resources Code § 21000,
26 *et seq.* (“CEQA”); and
27 (d) Code of Civil Procedure § 526a (prohibiting the illegal expenditure of public
28 funds, or illegal sale or use of public property).

1 2. Respondents have pursued a baseball stadium project on public land for a
2 number of years, including the grant to AIG in 2011 of an exclusive Option Agreement to
3 buy six parcels of property in the Diridon Station Area of San Jose (the "Diridon Property"
4 or "Property") at a price that is now more than a 75% discount to fair market value. In
5 refusing to comply with State and local law rendering the Option Agreement unauthorized
6 and unenforceable, Respondents the City and its agencies have abused their powers and
7 violated their legal duties.

8 3. Beginning in or about 2005, the San Jose Redevelopment Agency spent
9 \$25 million in tax-increment funds to acquire the various parcels that make up the Diridon
10 Property, and it commenced environmental review for a potential ballpark project on the
11 Property. In 2010, the City represented that there would be additional environmental
12 review "when we have a project" and promised a public vote "prior to . . . making any
13 decision as to a potential ballpark."

14 4. In an effort to avoid State legislation proposed in 2011 to dissolve
15 redevelopment agencies and require sale of redevelopment agency lands such as the
16 Diridon Property for core municipal purposes, the City and the Redevelopment Agency
17 formed the DDA as a joint powers authority and then transferred the Diridon Property to
18 the DDA at no cost. After the new redevelopment law came into effect, the City and others
19 filed a legal challenge in the California Supreme Court. On November 8, 2011, two days
20 before arguments in the Supreme Court, the City Council and the DDA, in joint session,
21 voted to encumber the Diridon Property with the Option Agreement to sell the Property to
22 AIG. By encumbering the Property with an option granted to a private party, Respondents
23 hoped to avoid the re-transfer of the property mandated by the new law, even if the
24 Supreme Court upheld the law.

25 5. Under the Option Agreement, the DDA would sell the Diridon Property to
26 AIG at far less than its market value. The Property, originally acquired for \$25 million and
27 appraised at \$14 million at the time the Option Agreement was approved, is now listed as
28 having a 2013 book value of approximately \$29 million in the State Controller's Report.

1 Under the Option Agreement, the Property would be sold to AIG for only \$6.9 million for
2 the private ballpark use. Taxing entities that would receive distributions from the Successor
3 Agency upon a legitimate sale of the Property—free from the encumbrance of the Option
4 Agreement—would lose approximately \$22 million under the Option Agreement.

5 6. The State Controller's Report issued in March 2013 concluded that the
6 transfer of the Property to the DDA was unauthorized, and it ordered the City and the DDA
7 to transfer the Property back to the Successor Agency. Failing in their duty to comply with
8 the Redevelopment Law and the State Controller's Report, Respondents have now taken
9 action to transfer less than the full fee interest, and instead have transferred the Property
10 "subject" to the Option Agreement. At the June 18, 2013 joint City
11 Council/DDA/Successor Agency meeting, the DDA adopted Resolution No. 111.1, and the
12 Successor Agency adopted Resolution No. 7021, each providing that the Diridon Property
13 be transferred to the Successor Agency "subject to the terms and provisions of the Option
14 Agreement" At that time the City Council also adopted Resolution No. 76738
15 authorizing the transfer, but did not address the Option Agreement or require the transfer to
16 be unencumbered. Thereafter, on June 27, 2013, the Oversight Board failed in its legal
17 duty to overturn the Successor Agency's acceptance of the Property subject to the Option
18 Agreement. At the August 13, 2013 joint Council/DDA/Successor Agency meeting, the
19 DDA adopted Resolution No. 112.1, and the Successor Agency adopted Resolution No.
20 7022, each providing that 645 Park Avenue, part of the Diridon Property, be transferred to
21 the Successor Agency "subject to the terms and provisions of the Option Agreement"
22 In addition to violating the Redevelopment Law and the State Controller's Report,
23 Respondents undertook no effort at any of these meetings to comply with CEQA or to hold
24 a public vote before taking their actions in furtherance of the Ballpark Project.

25 7. Accordingly, this petition and complaint seeks a writ of mandate and
26 declaratory relief adjudging that Respondents' transfer of the Diridon Property subject to
27 the Option Agreement was unauthorized, contrary to law, void, and of no legal effect;
28 setting aside Respondents' transfer of the Diridon Property to the extent it remains subject

1 to the Option Agreement; ordering that Respondents transfer the entire fee interest
2 exclusive of and not subject to the Option Agreement, as required under the Redevelopment
3 Law; and permanently enjoining Respondents from the sale of the Diridon Property to AIG
4 pursuant to the Option Agreement.

5 PARTIES

6 8. Petitioner and Plaintiff SFSJ is an unincorporated coalition, including
7 residents and taxpayers in San Jose and the County of Santa Clara, formed and dedicated to
8 addressing the risks to the environment and financial issues posed by the Ballpark Project.
9 Members of SFSJ reside and/or work in San Jose and Santa Clara County, including the
10 area of the proposed Ballpark Project, and will be affected by the Project's significant
11 environmental impacts. SFSJ's members are beneficially interested in the City's public
12 planning and environmental review processes, and seek to promote the public interest by
13 ensuring that environmental issues critical to taxpayers, jobs, local businesses and
14 neighborhoods are put first as the City evaluates proposed development projects that have
15 the potential to significantly affect the environment and the downtown area. SFSJ and its
16 members seek to ensure that before the Diridon Property is sold to a private party for a
17 ballpark use, the City's elected decision-makers—as well as the voting public—have all of
18 the environmental information required under CEQA and other information necessary to
19 make informed decisions for the sale of public lands and downtown development. SFSJ
20 members are interested as citizens and taxpayers in making sure that San Jose and its
21 agencies protect and promote the public interest by complying with State and local laws,
22 including CEQA, San Jose Municipal Code § 4.95, and the Redevelopment Law. In 2010-
23 2011, SFSJ submitted numerous written and oral comments to Respondents setting forth
24 their environmental and other objections to the Ballpark Project. In June 2013, SFSJ
25 submitted written and oral comments to Respondents setting forth objections to the
26 Successor Agency's determination that the Diridon Property should be accepted subject to
27 the Option Agreement and Respondents' treatment of the Option Agreement as a
28 continuing and enforceable obligation; and urging the Oversight Board to review and

1 overturn the Successor Agency's determination that the Diridon Property be accepted
2 subject to the Option Agreement.

3 9. Petitioner and Plaintiff Eileen Hannan ("Petitioner Hannan") is a resident,
4 voter, property owner, and taxpayer in the City of San Jose, and seeks to protect her
5 interests and the interests of those similarly situated in San Jose. Petitioner Hannan is
6 employed in San Jose, commutes in and around the City, and uses freeways and roadways
7 on a regular basis that will be impacted by the Ballpark Project. Petitioner Hannan is a
8 member and supporter of SFSJ, with similar interests and concerns as those alleged in
9 paragraph 8 above. Petitioner Hannan is beneficially interested in and affected by the
10 City's planning and environmental review processes, and seeks to promote the public
11 interest by ensuring that environmental issues critical to taxpayers, jobs, local businesses
12 and neighborhoods are considered in accordance with law; and that the City's elected
13 decision-makers, as well as the voting public, have all of the environmental information
14 required under CEQA and other information necessary to make informed decisions for the
15 sale of public lands for downtown development. Petitioner Hannan seeks through this
16 petition and complaint to protect the public interest by ensuring that San Jose and its
17 agencies comply with State and local laws, including CEQA, San Jose Municipal Code
18 § 4.95, and the Redevelopment Law.

19 10. Petitioner and Plaintiff Michelle Brenot ("Petitioner Brenot") is a resident,
20 voter, property owner, and taxpayer in the City of San Jose, and seeks to protect her
21 interests and the interests of those similarly situated in San Jose. Petitioner Brenot lives in
22 downtown San Jose, commutes from and around the City, and uses freeways and roadways
23 on a regular basis that will be impacted by the Ballpark Project. Petitioner Brenot is a
24 member and supporter of SFSJ, with similar interests and concerns as those alleged in
25 paragraph 8 above. Petitioner Brenot is beneficially interested in and affected by the City's
26 planning and environmental review processes, and seeks to promote the public interest by
27 ensuring that environmental issues critical to taxpayers, jobs, local businesses and
28 neighborhoods are considered in accordance with law; and that the City's elected decision-

1 makers, as well as the voting public, have all of the environmental information required
2 under CEQA and other information necessary to make informed decisions for the sale of
3 public lands for downtown development. Petitioner Brenot seeks through this petition and
4 complaint to protect the public interest by ensuring that San Jose and its agencies comply
5 with State and local laws, including CEQA, San Jose Municipal Code § 4.95, and the
6 Redevelopment Law.

7 11. Petitioner and Plaintiff Robert Brown ("Petitioner Brown") is a resident of
8 Santa Clara County, residing in Los Gatos, and employed in San Jose in proximity to the
9 proposed Ballpark Project site. Among other things, Petitioner Brown commutes to and
10 around San Jose, and uses freeways and roadways on a regular basis that will be adversely
11 impacted by the Ballpark Project. Petitioner Brown is beneficially interested in and
12 affected by the City's planning and environmental review processes, and seeks to promote
13 the public interest by ensuring that environmental issues critical to taxpayers, jobs, local
14 businesses and neighborhoods are considered in accordance with law; and that the City's
15 elected decision-makers, as well as the voting public, have all of the environmental
16 information required under CEQA and other information necessary to make informed
17 decisions for the sale of public lands for downtown development. Petitioner Brown seeks
18 through this petition and complaint to protect the public interest by ensuring that San Jose
19 and its agencies comply with State and local laws, including CEQA, San Jose Municipal
20 Code § 4.95, and the Redevelopment Law.

21 12. Petitioner and Plaintiff Karen Shirey ("Petitioner Karen Shirey") is a
22 resident, voter, property owner, and taxpayer in the City of San Jose, and seeks to protect
23 her interests and the interests of those similarly situated in the City. Petitioner Karen Shirey
24 resides in San Jose, and uses freeways and roadways on a regular basis that will be
25 impacted by the Ballpark Project. Petitioner Karen Shirey is a member and supporter of
26 SFSJ, with similar interests and concerns as those alleged in paragraph 8 above. Petitioner
27 Karen Shirey is beneficially interested in and affected by the City's planning and
28 environmental review processes, and seeks to promote the public interest by ensuring that

1 environmental issues critical to taxpayers, jobs, local businesses and neighborhoods are
2 considered in accordance with law; and that the City's elected decision-makers, as well as
3 the voting public, have all of the environmental information required under CEQA and
4 other information necessary to make informed decisions for the sale of public lands for
5 downtown development. Petitioner Karen Shirey seeks through this petition and complaint
6 to protect the public interest by ensuring that San Jose and its agencies comply with State
7 and local laws, including CEQA, San Jose Municipal Code § 4.95, and the Redevelopment
8 Law.

9 13. Petitioner and Plaintiff Fred Shirey ("Petitioner Fred Shirey") is a resident,
10 voter, property owner, and taxpayer in the City of San Jose, and seeks to protect his
11 interests and the interests of those similarly situated in the City. Petitioner Fred Shirey
12 resides in San Jose, and uses freeways and roadways on a regular basis that will be
13 impacted by the Ballpark Project. Petitioner Fred Shirey is a member and supporter of
14 SFSJ, with similar interests and concerns as those alleged in paragraph 8 above. Petitioner
15 Fred Shirey is beneficially interested in and affected by the City's planning and
16 environmental review processes, and seeks to promote the public interest by ensuring that
17 environmental issues critical to taxpayers, jobs, local businesses and neighborhoods are
18 considered in accordance with law; and that the City's elected decision-makers, as well as
19 the voting public, have all of the environmental information required under CEQA and
20 other information necessary to make informed decisions for the sale of public lands for
21 downtown development. Petitioner Fred Shirey seeks through this petition and complaint
22 to protect the public interest by ensuring that San Jose and its agencies comply with State
23 and local laws, including CEQA, San Jose Municipal Code § 4.95, and the Redevelopment
24 Law.

25 14. Petitioner and Plaintiff Robert Shields ("Petitioner Shields") is a resident,
26 voter, property owner, and taxpayer in the City of San Jose, and seeks to protect his
27 interests and the interests of those similarly situated in the City. Petitioner Shields resides
28 in San Jose, and uses freeways and roadways on a regular basis that will be impacted by the

1 Ballpark Project. Petitioner Shields is a member and supporter of SFSJ, with similar
2 interests and concerns as those alleged in paragraph 8 above. Petitioner Shields is
3 beneficially interested in and affected by the City's planning and environmental review
4 processes, and seeks to promote the public interest by ensuring that environmental issues
5 critical to taxpayers, jobs, local businesses and neighborhoods are considered in accordance
6 with law; and that the City's elected decision-makers, as well as the voting public, have all
7 of the environmental information required under CEQA and other information necessary to
8 make informed decisions for the sale of public lands for downtown development. Petitioner
9 Shields seeks through this petition and complaint to protect the public interest by ensuring
10 that San Jose and its agencies comply with State and local laws, including CEQA, San Jose
11 Municipal Code § 4.95, and the Redevelopment Law.

12 15. Respondent and Defendant City of San Jose is a charter city organized under
13 the constitution and laws of the State of California. Among other things, the City was
14 identified as the Lead Agency for the Ballpark Project in a Notice of Preparation for the
15 2010 SEIR, dated November 17, 2009, and in a Notice of Determination for approval of the
16 Option Agreement and sale of the Diridon Property for the Ballpark Project, dated
17 November 8, 2011. The City is principally responsible pursuant to CEQA for conducting a
18 legally-sufficient environmental review for the Ballpark Project, including preparation of
19 environmental documents (a) that accurately describe the Project, the environmental
20 baseline, and the potentially significant impacts of the Project; and (b) that evaluate
21 mitigation measures and/or alternatives to lessen or avoid any significant impacts. The
22 City, acting through the City Council and other agencies, is also responsible for approving
23 the Project in reliance on adequate environmental review under CEQA and in compliance
24 with all other applicable State and local laws, including the Redevelopment Law and San
25 Jose Municipal Code § 4.95.

26 16. Respondent and Defendant City Council is the duly-elected legislative body
27 of the City charged by law with a number of legal duties in respect to the Ballpark Project,
28 including complying with the requirements of CEQA and the San Jose Municipal Code.

1 The City Council is one of the decision-making agencies within the City for the sale of the
2 Diridon Property to AIG subject to the Option Agreement, and is responsible, in part, for
3 the actions and decisions of Respondents in approving the Ballpark Project at issue herein.

4 17. Respondent and Defendant Successor Agency to the Redevelopment Agency
5 of the City of San Jose is responsible for overseeing the winding down of redevelopment
6 activity at the local level under the Redevelopment Law, including managing
7 redevelopment projects currently underway, making payments on enforceable obligations,
8 and disposing of redevelopment assets and properties. On January 24, 2012, pursuant to the
9 Redevelopment Law dissolution legislation (AB X1 26 as amended by AB 1484), the City
10 of San Jose elected to be the Successor Agency to the Redevelopment Agency of the City
11 of San Jose. The Redevelopment Agency was officially dissolved as of February 1, 2012.

12 18. Respondent and Defendant Oversight Board of the Successor Agency to the
13 Redevelopment Agency of the City of San Jose supervises the work of the Successor
14 Agency. In the exercise of its oversight duties, the Oversight Board is required to ensure
15 that the Successor Agency complies with the Redevelopment Law, and has a fiduciary
16 responsibility to the local agencies that would benefit from property tax distributions from
17 the former redevelopment project area.

18 19. Respondent and Defendant DDA is a joint powers authority created by the
19 City and the Redevelopment Agency in March 2011 for the purpose, among others, of
20 holding title to the Diridon Property upon transfer from the Redevelopment Agency in an
21 effort to avoid the effects of the proposed changes to the Redevelopment Law. The DDA
22 was a party to the Option Agreement as approved in joint session with the City Council on
23 November 8, 2011. As heretofore alleged, the Option Agreement granted AIG an option to
24 purchase the Diridon Property from the DDA, subject to certain conditions, including that
25 the Property may be used only for a private ballpark and incidental uses.

26 20. Petitioners are unaware of the true names of Respondents and Defendants
27 sued as Does 1 through 10, inclusive. Petitioners are informed and believe, and on that
28 basis allege, that Respondents Does 1-10, inclusive, are individuals, entities or agencies

1 with authority to approve and/or with an interest in the Ballpark Project. When the true
2 identities and capacities of these Respondents have been determined, Petitioners will, with
3 leave of Court if necessary, amend this petition and complaint to insert such identities and
4 capacities.

5 21. Petitioners are informed and believe, and on that basis allege, that Real Party
6 in Interest AIG is an entity associated in some manner with the Oakland Athletics baseball
7 club. Among other things, AIG is the entity to whom the DDA granted the exclusive option
8 to purchase the Diridon Property as alleged herein.

9 22. Petitioners are unaware of the true names of Real Parties in Interest sued as
10 Does 11 through 20, inclusive. Petitioners are informed and believe, and on that basis
11 allege, that Real Party in Interest Does 11-20, inclusive, are individuals, entities or agencies
12 with authority to approve and/or with an interest in the Ballpark Project. When the true
13 identities and capacities of these Real Parties in Interest have been determined, Petitioners
14 will, with leave of Court if necessary, amend this petition and complaint to insert such
15 identities and capacities.

16 JURISDICTION AND VENUE

17 23. This Court has jurisdiction over this proceeding pursuant to Code of Civil
18 Procedure §§ 1085 and 1094.5, Public Resources Code §§ 21168 and 21168.5, and Article
19 VI, § 10 of the California Constitution.

20 24. Venue is proper in this Court pursuant to Code of Civil Procedure §§ 394
21 and 395, in that the causes of action alleged herein arose in Santa Clara County, where the
22 Ballpark Project is proposed for development and where Respondents took actions to
23 approve the Project and encumber the Property with the Option Agreement as alleged
24 herein.

25 BACKGROUND

26 Petitioners' Pending Lawsuit Challenging the Original Approval of the 27 Option Agreement

28 25. On December 2, 2011, Petitioners and Plaintiffs filed a prior lawsuit in this

1 Court (Case No. 111-CV-214196) challenging the actions taken by Respondents in
2 November 2011, in originally approving the Option Agreement and the sale thereunder of
3 the publicly-owned Diridon Property to AIG for the Ballpark Project. A Verified First
4 Amended Petition for Writ of Mandamus and Complaint for Declaratory and Injunctive
5 Relief and for Attorney's Fees was filed in that action on December 7, 2011.

6 26. As alleged in Case No. 111-CV-214916, by approving the Option
7 Agreement, Respondents abused their discretion and failed to comply with law, in that they
8 failed to cure legal deficiencies in the 2007 environmental impact report ("2007 EIR") and
9 the 2010 supplemental environmental impact report ("2010 SEIR"); failed to update those
10 documents to address changed circumstances and significant new information; failed to
11 hold a public vote, as required by Municipal Code § 4.95, before committing to sell public
12 property at a (then) 50% discount for a private ballpark project; and committed an illegal
13 expenditure of public funds and property in violation of CEQA, Municipal Code § 4.95,
14 and the Redevelopment Law.

15 27. The administrative record in Case No. 111-CV-214916 has been prepared
16 and the case remains pending in this Court. However, pursuant to stipulation of the parties
17 and Order of the Court dated June 5, 2013, the briefing schedule in Case No. 111-CV-
18 214916 was stayed pending the outcome of Respondents' re-transfer of the Diridon
19 Property to the Successor Agency pursuant to the State Controller's Report, and the recent
20 actions of the Successor Agency and the Oversight Board in respect to said re-transfer,
21 which actions are now the subject of the instant petition and complaint. On August 9, 2013,
22 the Court ordered that the November 8, 2013 trial date be vacated and that the instant case
23 and the prior case be consolidated.

24 **The State Controller's Order That Respondents Reverse the Transfer**
25 **of the Diridon Property and Return it to the Successor Agency**

26 28. Health & Safety Code § 34161 provides that "commencing on the effective
27 date of this part, no agency shall incur new or expand existing monetary or legal obligations
28 except as provided in this part. All of the provisions of this part shall take effect and be

1 operative on the effective date of the act adding this part.” The effective date of the act
2 adding Health & Safety Code, division 24, parts 1.8 (Restrictions on Redevelopment
3 Agency Operations) and 1.85 (Dissolution of Redevelopment Agencies and Designation of
4 Successor Agencies) was June 28, 2011. Part 1.8’s purpose is to preserve redevelopment
5 agency assets and revenues for use by “local governments to fund core governmental
6 services including police and fire protection services and schools” (Health & Safety Code
7 § 34167(a), emphasis added) that do not include a private ballpark.

8 29. Commencing on the effective date of the new Redevelopment Law,
9 redevelopment agencies were “unauthorized and shall not take any action to incur
10 indebtedness, including . . . [p]ledge or encumber, for any purpose, any of its revenues or
11 assets,” which include real property. Health & Safety Code § 34162(a)(6). “Any actions
12 taken that conflict with this section [§ 34162] are void from the outset and shall have no
13 force or effect.” *Id.* § 34162(b). As of the same date, an agency further “shall not have the
14 authority to, and shall not . . . [e]nter into contracts with, incur obligations, or make
15 commitments to, any entity, whether governmental, tribal, or private, or any individual or
16 groups of individuals for any purpose”; “[d]ispose of assets” including real property; or
17 “[t]ransfer, assign, vest, or delegate any of its assets.” *Id.* § 34163(b), (d), (f). During the
18 same time period, agencies are further prohibited from approving, directing or causing the
19 approval of any program, project, or expenditure where approval is not required by law and
20 from providing or committing to provide financial assistance. *Id.* § 34164(d), (m).

21 30. With respect to any transfers of redevelopment agency assets, Health &
22 Safety Code § 34167.5 provides:

23 “Commencing on the effective date of the act adding this part, the
24 Controller shall review the activities of redevelopment agencies in
25 the state to determine whether an asset transfer has occurred after
26 January 1, 2011, between the city or county, or city and county that
27 created a redevelopment agency or any other public agency, and the
28 redevelopment agency. If such an asset transfer did occur during
that period and the government agency that received the assets is not
contractually committed to a third party for the expenditure or
encumbrance of those assets, to the extent not prohibited by state and
federal law, the Controller shall order the available assets to be
returned . . . on or after October 1, 2011, to the successor agency . . .

1 Upon receiving that order from the Controller, an affected local
2 agency shall, as soon as practicable, reverse the transfer and return
3 the applicable assets to the . . . successor agency . . . The Legislature
4 hereby finds that a transfer of assets by a redevelopment agency
 during the period covered in this section is deemed not to be in the
 furtherance of the Community Redevelopment Law and is thereby
 unauthorized.”

5 31. In March 2011, the San Jose Redevelopment Agency transferred the Diridon
6 Property to the DDA in violation of these provisions of the Redevelopment Law. The DDA
7 then entered into the Option Agreement with AIG as of November 8, 2011, again in
8 violation of the Redevelopment Law.

9 32. These actions by Respondents were subject to the authority and review of
10 the State Controller. On or about March 21, 2013, the Successor Agency received the State
11 Controller’s Report concluding the prior transfer of the Diridon Property by the
12 Redevelopment Agency was not an allowable transaction: “Pursuant to H&S Code section
13 34167.5, a redevelopment agency may not transfer assets to a city, county, city and county,
14 or any other public agency after January 1, 2011. Those assets should be turned over to the
15 Successor Agency for disposition in accordance with H&S Code section 34177(d) and (e). .
16 . .” State Controller’s Report at 6.

17 33. The Controller thus ordered that the Diridon Property be returned to the
18 Successor Agency: “The agencies named [], as recipients of the unallowable asset
19 transfers, are ordered to immediately reverse the transfers and to turn over the assets . . . to
20 the Successor Agency.” State Controller’s Report at 3 (emphasis added). The Controller
21 rejected Respondents’ argument that the Property was timely and “contractually
22 committed” to AIG: “The [Diridon Property assets] were not contractually committed to a
23 third party prior to June 28, 2011. . . . *Ibid.* at 6 (emphasis added). Because the transfer
24 was unauthorized and ordered to be reversed, it was void *ab initio* and never became
25 enforceable or had legal effect. The Controller directed the Successor Agency, upon return
26 of the property, to properly dispose of it in accordance with Health & Safety Code
27 §§ 34177(d), (e) and 34181(a). *Ibid.* at 8, 11.

Respondents' Continued Violation of State and Local Law

34. Notwithstanding the State Controller's Order, and the clear force and effect of the Redevelopment Law as alleged above, the agenda for the June 18, 2013 Joint City/DDA/Successor Agency meeting recommended that the DDA adopt a resolution authorizing the Executive Director to transfer the Property back to the Successor Agency, with the illegal condition that the Property be "subject to the terms and provisions of the Option Agreement." Agenda at 28.

35. On June 18, 2013, the City Council (Resolution No. 76738) and the DDA (Resolution No. 111.1) approved the re-transfer by the DDA of certain properties and assets identified by the State Controller' Report, including the Diridon Property, back to the Successor Agency. However, the DDA resolved that the Property would not be transferred free and clear of the encumbrance of the invalid Option Agreement, but rather "subject to" and encumbered by the Option Agreement, as if the Option Agreement constituted a continuing and binding encumbrance on the Property. The Successor Agency in its resolution mimicked the DDA and authorized the acceptance of the Property "subject to" the terms and provisions of the Option Agreement (Resolution No. 7021). In addition, prior to these actions, Respondents took no action to comply with CEQA or to provide for a public vote, even though their actions constituted separate and additional public agency approvals of the Ballpark Project.

36. On June 27, 2013, the Oversight Board included an agenda item to discuss the asset transfers update report including the re-transfer of the Diridon Property from the DDA to the Successor Agency "subject to" the Option Agreement. Through their counsel, Petitioners appeared at the meeting and submitted written and oral comments in opposition to the re-transfer of the Property subject to the Option Agreement. Despite a mandatory duty under the Redevelopment Law and the State Controller's Report to review and reverse the actions of the Successor Agency in accepting the re-transfer of the Property encumbered by the Option Agreement with AIG, the Oversight Board refused to take any action on the re-transfer.

1 redevelopment agency." Such disposal "shall be done expeditiously and in a manner aimed
2 at maximizing value." *Id.*

3 41. Both the Successor Agency and the Oversight Board failed to comply with,
4 and have violated, these mandatory duties imposed under the Redevelopment Law. The
5 Redevelopment Agency's original transfer of the Diridon Property to the DDA in March
6 2011, and the subsequent grant of an Option Agreement on the Property by the DDA in
7 November 2011, were unauthorized actions taken in violation of the Redevelopment Law.
8 Health & Safety Code § 34167.5. Pursuant to the State Controller's Report and Health &
9 Safety Code § 34167.5, the transfer of the Property to the DDA was void *ab initio* and the
10 DDA had no authority to enter into the Option Agreement. A private party such as AIG
11 obtains no rights in an Option Agreement approved by public agencies contrary to
12 requirements of law. Furthermore, the re-transfer of the Property back to the Successor
13 Agency, purportedly subject to the Option Agreement, fails to fulfill the primary purpose of
14 the Redevelopment Law: to preserve and dispose of redevelopment assets and revenues for
15 use by local governments to fund core government services, such as fire protection, police
16 and schools. Instead, the Option Agreement would help develop and fund a private
17 ballpark project at a price far below fair market value, thwarting the purpose of the
18 Redevelopment Law.

19 42. Accordingly, Respondents have breached a mandatory duty to provide for
20 the transfer and disposition of the Diridon Property without the encumbrance of the Option
21 Agreement. The Option Agreement should be adjudged invalid and unenforceable, and an
22 injunction should be issued to prevent the sale and transfer of the Diridon Property to AIG
23 under the Option Agreement.

24 43. Other than the relief sought herein, Petitioners and Plaintiffs lack any plain,
25 speedy, or adequate remedy at law, and their interests will be irreparably harmed if the
26 Diridon Property remains subject to the terms and conditions of the Option Agreement in
27 whole or in part.

28

1 **SECOND CAUSE OF ACTION**

2 **(Writ of Mandate – Violation of Public Vote Requirement,**

3 **San Jose Municipal Code § 4.95)**

4 44. Petitioners incorporate herein by reference the allegations contained in
5 paragraphs 1 through 43, inclusive.

6 45. Respondents were required to comply with the public vote requirement
7 under San Jose Municipal Code § 4.95 before acting to keep the Option Agreement in effect
8 as an essential step in the development of the Ballpark Project.

9 46. Section 4.95 of the San Jose Municipal Code prohibits the use of tax dollars
10 in connection with the building of a sports facility, unless first approved by a majority vote
11 of San Jose voters. San Jose Municipal Code, § 4.95.010.

12 47. As previously alleged, the Redevelopment Agency began acquiring the
13 Diridon Property in 2005 and, over the next three years, spent more than \$25 million in
14 taxpayer funds to acquire these parcels. The Agency completed these acquisitions without
15 any public vote on the pretext that the acquired property could also be used for housing, “a
16 legitimate alternative use” to a ballpark. The Agency also committed to holding a public
17 vote “prior to the City Council making any decision as to a potential ballpark.” Board
18 Memoranda, dated Nov. 8, 2005 and Feb. 28, 2006 (emphasis added).

19 48. Through the Option Agreement, Respondents attempted to foreclose any
20 possibility that the Diridon Property could be used for housing or any other non-ballpark
21 use. Approval of the Option Agreement was manifestly a “decision as to a potential
22 ballpark,” as it requires that public property be used only for a baseball stadium.

23 49. Because the Option Agreement commits the taxpayer-funded Diridon
24 Property to exclusive use as a sports facility, including sale of the Property at a small
25 fraction of its fair market value, a public vote was required before the Option Agreement
26 could be approved. By re-transferring the Diridon Property still subject to the Option
27 Agreement without a prior public vote, Respondents again failed to obey a mandatory duty
28 required by law.

1 50. Accordingly, the Option Agreement should be adjudged invalid and an
2 injunction should be issued to prevent the sale and transfer of the Diridon Property to AIG
3 pursuant to the Option Agreement.

4 51. Other than the relief sought herein, Petitioners lack any plain, speedy, or
5 adequate remedy at law, and their interests will be irreparably harmed if the Diridon
6 Property remains subject to the terms and conditions of the Option Agreement in whole or
7 in part.

8 **THIRD CAUSE OF ACTION**

9 **(Violation of CEQA, Pub. Res. Code § 21000, *et seq.*)**

10 52. Petitioners incorporate herein by reference the allegations contained in
11 paragraphs 1 through 51, inclusive.

12 53. To the extent that Respondents were vested with any discretion in the re-
13 transfer of the Diridon property under the requirements of the Redevelopment Law and the
14 State Controllers' Report, they were required first to comply with CEQA by preparing and
15 certifying a legally adequate EIR for the Ballpark Project.

16 54. SFSJ commented in its June 26, 2013 and August 12, 2013 letters to the
17 Oversight Board and Successor Agency that Respondents' actions in re-transferring the
18 Diridon Property to the Successor Agency subject to the Option Agreement required the
19 Successor Agency first to comply with CEQA. However, Respondents' actions and
20 resolutions adopted on June 18, 2013 and August 13, 2013, fail to provide for any
21 compliance with CEQA. Respondents may not rely on the previous 2007 EIR and 2010
22 SEIR prepared for the Ballpark Project because they are inadequate as a matter of law as
23 alleged in Case No. 111-CV-214196.

24 55. SFSJ submitted written and oral comments to the Oversight Board and
25 Successor Agency objecting to Respondents' lack of, and inadequacy of, prior
26 environmental review.

27

28

1 56. Petitioners have provided written notice of the commencement of this action
2 to Respondents, in compliance with CEQA § 21167.5, and have included a copy of that
3 notice and proof of service as Exhibit A hereto.

4 57. Petitioners have served the Attorney General with a copy of this petition,
5 along with a notice of its filing, in compliance with CEQA § 21167.7, and have included
6 the notice and proof of service as Exhibit B hereto.

7 58. Petitioners do not have a plain, speedy, or adequate remedy at law and will
8 suffer irreparable injury due to the ensuing environmental damage that will be caused by
9 implementation of the Ballpark Project, and Respondents' violations of CEQA and other
10 laws, unless this Court grants the requested writ of mandate and injunctive relief requiring
11 Respondents to set aside the transfer of the Property subject to the Option Agreement and
12 other actions as alleged herein.

13 59. By failing to conduct the required environmental review under CEQA,
14 Respondents committed a prejudicial abuse of discretion, failed to proceed in the manner
15 required by law, and failed to support their actions and approvals with substantial evidence.

16 **FOURTH CAUSE OF ACTION**

17 **(Violation of C.C.P. § 526a and Common Law Taxpayer Claim —**

18 **Unauthorized and Illegal Expenditure and Use of Property)**

19 60. Petitioners incorporate herein by reference the allegations contained in
20 paragraphs 1 through 59, inclusive.

21 61. Code of Civil Procedure § 526a authorizes an action to obtain a judgment,
22 restraining and preventing any illegal expenditure of or injury to public funds or property.
23 The common law also recognizes a taxpayer action on similar grounds.

24 62. In approving the Option Agreement for sale of the Diridon Property for a
25 fraction of its fair market value, and in retransferring the Diridon Property to the Successor
26 Agency subject to that agreement, Respondents acted unlawfully and in violation of the
27 Redevelopment Law, San Jose Municipal Code § 4.95, and CEQA, as heretofore alleged.

28

1 Accordingly, the Option Agreement for the sale of the Diridon Property to AIG constitutes
2 an unauthorized and illegal expenditure, use and transfer of the Property.

3 63. The approval of the Option Agreement, and the retransfer of the Diridon
4 Property subject to that agreement, should be set aside and an injunction should be issued to
5 prevent Respondents from carrying out, implementing or consummating the Option
6 Agreement, or from otherwise selling or transferring the Diridon Property to AIG for the
7 Ballpark Project.

8 64. Other than the relief sought herein, Petitioners lack any plain, speedy, or
9 adequate remedy at law, and Petitioners' interests will be irreparably harmed if the Diridon
10 Property remains subject to the terms and conditions of the Option Agreement in whole or
11 in part.

12 PRAYER FOR RELIEF

13 WHEREFORE, Petitioners pray for judgment as set forth below:

14 A. For a writ of mandate or peremptory writ issued under seal of this Court and
15 directing Respondents to:

- 16 1. Set aside their transfer of the Property to the Successor Agency to the
17 extent that the transfer and Property remain subject to the Option
18 Agreement;
- 19 2. Transfer the Property to the Successor Agency free and clear of the
20 Option Agreement;
- 21 3. Refrain from granting any further approval for the sale or disposition
22 of the Diridon Property to AIG for use as a ballpark, including
23 encumbering the Property with the Option Agreement, unless and
24 until Respondents comply fully with the requirements of San Jose
25 Municipal Code § 4.95 and CEQA as directed by this Court.

26 B. For a declaratory judgment stating that Respondents' transfer of the Property
27 subject to the Option Agreement is void, invalid, and of no legal effect.
28

- 1 C. For entry of a preliminary and/or permanent injunction prohibiting
2 Respondents from carrying out, implementing or consummating the Option
3 Agreement, and prohibiting Respondents from otherwise selling or
4 transferring the Diridon Property to AIG for the Ballpark Project.
5 D. For an award to Petitioners' of their fees and costs, including reasonable
6 attorneys' fees, as authorized by Code of Civil Procedure § 1021.5, and any
7 other applicable provisions of law.
8 E. For such other legal and equitable relief as this Court deems appropriate and
9 just.

10 Dated: August 15, 2013.

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15
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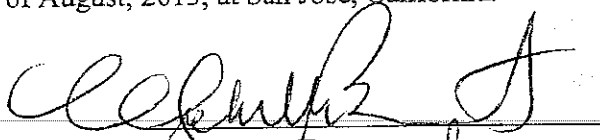
1 VERIFICATION

2 I, Michelle Brenot, declare:

3 I am a resident, voter, taxpayer, and property owner in the City of San Jose, and a
4 member and supporter of Stand for San Jose. I have read the foregoing VERIFIED
5 PETITION FOR WRIT OF MANDAMUS AND COMPLAINT FOR DECLARATORY
6 RELIEF AND INJUNCTIVE RELIEF AND FOR ATTORNEY'S FEES and know its
7 contents, and state that the matters alleged in the petition and complaint are true to the best
8 of my personal knowledge and belief.

9 I declare under penalty of perjury that the foregoing is true and correct.

10 Executed this 15 day of August, 2013, at San Jose, California.

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12 
13 Michelle Brenot
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